UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

In re:	)	Chapter 11
RHI Entertainment, Inc., et al.,	)	Case Number: 10-16536 (MG)
Debtors.	)	Joint Administration Requested

AMENDMENTS TO SECTION 6.7(a) AND EXHIBIT C (NEW COMMON STOCK TERM SHEET) OF JOINT PREPACKAGED PLAN OF REORGANIZATION OF RHI ENTERTAINMENT, INC. AND AFFILIATED DEBTORS, AS PREVIOUSLY AMENDED BY AMENDMENTS TO EXHIBIT A (EXIT REVOLVING CREDIT FACILITY TERM SHEET) AND EXHIBIT E (NEW SECOND LIEN TERM LOAN FACILITY TERM SHEET) OF JOINT PREPACKAGED PLAN OF REORGANIZATION OF RHI ENTERTAINMENT, INC. AND AFFILIATED DEBTORS

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Proposed Counsel for Debtors and Debtors in Possession

CONFIRMATION OF THE JOINT PREPACKAGED PLAN OF REORGANIZATION, AS AMENDED, AND APPROVAL OF THE CORRESPONDING DISCLOSURE STATEMENT, IS PENDING PURSUANT TO PREPACKAGED GUIDELINES ADOPTED BY THE UNITED STATES BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK.

ALSO SEE SEPARATE FILINGS FOR:
JOINT PREPACKAGED PLAN OF REORGANIZATION OF RHI ENTERTAINMENT, INC. AND AFFILIATED DEBTORS
- AND -
AMENDMENTS TO EXHIBIT A (EXIT REVOLVING CREDIT FACILITY TERM SHEET) AND EXHIBIT E (NEW SECOND LIEN TERM LOAN FACILITY TERM SHEET) OF JOINT PREPACKAGED PLAN OF REORGANIZATION OF RHI ENTERTAINMENT, INC. AND AFFILIATED DEBTORS

THIS SOLICITATION IS BEING CONDUCTED TO OBTAIN SUFFICIENT ACCEPTANCES OF THIS JOINT CHAPTER 11 REORGANIZATION PLAN *PRIOR* TO THE FILING OF VOLUNTARY REORGANIZATION CASES UNDER CHAPTER 11 OF TITLE 11 OF THE UNITED STATES CODE. BECAUSE NO CHAPTER 11 CASES HAVE YET BEEN COMMENCED, THE DISCLOSURE STATEMENT RELATING TO THIS PLAN HAS NOT BEEN APPROVED BY THE BANKRUPTCY COURT AS CONTAINING "ADEQUATE INFORMATION" WITHIN THE MEANING OF SECTION 1125(A) OF THE BANKRUPTCY CODE. FOLLOWING THE COMMENCEMENT OF THEIR CHAPTER 11 CASES, THE DEBTORS EXPECT TO PROMPTLY SEEK AN ORDER OF THE BANKRUPTCY COURT THAT, AMONG OTHER THINGS, APPROVES THE DISCLOSURE STATEMENT AS CONTAINING ADEQUATE INFORMATION, APPROVES THE SOLICITATION OF VOTES AND CONFIRMS THIS PLAN.

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

In re:	)	Chapter 11
RHI Entertainment, Inc., et al.,	)	Case Number: Pending Filing
Debtors.	)	Joint Administration to be Requested

AMENDMENTS TO
SECTION 6.7(a) AND EXHIBIT C (NEW COMMON STOCK TERM SHEET) OF
JOINT PREPACKAGED PLAN OF REORGANIZATION OF RHI ENTERTAINMENT, INC. AND AFFILIATED DEBTORS, AS PREVIOUSLY AMENDED BY AMENDMENTS TO EXHIBIT A (EXIT REVOLVING CREDIT FACILITY TERM SHEET) AND EXHIBIT E (NEW SECOND LIEN TERM LOAN FACILITY TERM SHEET) OF JOINT PREPACKAGED PLAN OF REORGANIZATION OF RHI ENTERTAINMENT, INC. AND AFFILIATED DEBTORS

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Proposed Counsel for Debtors and Debtors in Possession

Dated: November 29, 2010

AMENDMENTS TO
SECTION 6.7(a) AND EXHIBIT C (NEW COMMON STOCK TERM SHEET) OF
JOINT PREPACKAGED PLAN OF REORGANIZATION OF RHI ENTERTAINMENT, INC. AND AFFILIATED DEBTORS, AS PREVIOUSLY AMENDED BY AMENDMENTS TO EXHIBIT A (EXIT REVOLVING CREDIT FACILITY TERM SHEET) AND EXHIBIT E (NEW SECOND LIEN TERM LOAN FACILITY TERM SHEET) OF JOINT PREPACKAGED PLAN OF REORGANIZATION OF RHI ENTERTAINMENT, INC. AND AFFILIATED DEBTORS

In accordance with Section 1127(a), Title 11, of the United States Code (the "Bankruptcy Code") and Section 11.14 of the Joint Prepackaged Plan of Reorganization of RHI Entertainment, Inc. and Affiliated Debtors (as amended, the "Plan"), RHI Entertainment, Inc., RHIE Holdings Inc., RHI Entertainment Holdings II, LLC, RHI Entertainment, LLC, RHI Entertainment Productions, LLC, RHI Entertainment Distribution, LLC, RHI International Distribution Inc., NGP Holding, Inc., HEGOA Inc., Independent Projects, Inc., Don Quixote, Inc., HE Pro Tunes, Inc., HEP Music, Inc., Metropolitan Productions, Inc., Library Storage, Inc., HEP SS Music Inc., and SLB Productions, Inc. (the "Debtors") amend the Plan as set forth below.

The amendments were negotiated with and have been consented to by the First Lien Agent.

The amendments are not material and will not adversely impact the rights of any parties in interest. Nevertheless, they are being made prior to the completion of the solicitation so that they may be taken into account by voters in making their decision to accept or reject the Plan as so amended.

The amendments are reflected herein either by the addition of new text, identified by underlining (additions), or the deletion of pre-existing text, identified by strikethrough (~~deletions~~).

Capitalized terms used herein but not defined have the meanings ascribed to such terms in the Plan.

Amendment to Section 6.7(a)

Section 6.7(a) of the Plan is amended to change the designation protocol for one of the four (4) director positions to be filled by the First Lien Agent. Section 6.7(a) as so amended shall read as follows:

6.7 **Directors and Officers of Reorganized Debtors**

(a) The New Board shall be comprised of five (5) directors, consisting of (i) the chief executive officer of RHI INC serving immediately prior to the Effective Date and (ii) four (4) ~~independent and disinterested directors~~**individuals to be** designated by the First Lien Agent **(in consultation with a steering committee of First Lien Lenders), to include three (3) independent and disinterested individuals and one (1) representative of Catalyst Fund Limited Partnership II who shall be reasonably acceptable to the First Lien Agent (Gabriel De Alba is acceptable to the First Lien Agent); *provided, however*, that if Catalyst Fund Limited Partnership II has sold its Existing First Lien Claims prior to the Effective Date or is otherwise unable or unwilling to make a representative available for designation, Catalyst Fund Limited Partnership II shall forfeit its position and the First Lien Agent (in consultation with a steering committee of First Lien Lenders) shall fill such position by designating an additional independent and disinterested individual**. The designation of directors pursuant to the foregoing clause shall be made in the Plan Supplement. The New Board shall serve in accordance with the Reorganized Parent Governing Documents and shall be subject to replacement or removal as provided therein.

Amendment to Exhibit C

The "Board of Directors" section of Exhibit E, the New Common Stock Term Sheet, is amended to conform to the amendment of Section 6.7(a) of the Plan and to remove the limitation relating to the First Lien Lenders and the Second Lien Lenders. Exhibit C as so amended is attached hereto in its entirety.

Board of Directors:	Prior to emergence, the First Lien Agent shall designate the initial members of the New Board as provided for in the Plan. Such New Board will have five directors (initially comprised of Robert A. Halmi, Jr. and four ~~other directors chosen by the First Lien Agent~~**individuals to be designated by the First Lien Agent (in consultation with a steering committee of First Lien Lenders), to include three independent and disinterested individuals and one representative of Catalyst Fund Limited Partnership II who shall be reasonably acceptable to the First Lien Agent (Gabriel De Alba is acceptable to the First Lien Agent); *provided, however*, that if Catalyst Fund Limited Partnership II has sold its Existing First Lien Claims prior to the Effective Date**

	or is otherwise unable or unwilling to make a representative available for designation, Catalyst Fund Limited Partnership II shall forfeit its position and the First Lien Agent (in consultation with a steering committee of First Lien Lenders) shall fill such position by designating an additional independent and disinterested individual). The New Board will not include representatives from any Initial ~~1st Lien Holder or any Initial~~ 2nd Lien Holder. The directors will serve one year terms. During the Initial Period, the majority in number of Initial 1st Lien Holders have the right to remove any or all of the directors, with or without cause. Following the Initial Period, the Stockholders holding a majority of the New Common Stock will have the right to remove a director at any time, with or without cause. During the Initial Period, Initial Holders holding at least 2/3 of the New Common Stock then held by the Initial Holders shall be entitled to appoint a replacement to fill any board vacancy. After the Initial Period, the majority of the directors then in office or Stockholders representing a plurality of the New Common Stock shall be entitled to appoint a replacement to fill any board vacancy. During the Initial Period, only the Initial Holders shall be entitled to vote for the election of directors. After the Initial Period directors will be elected by a vote of the Stockholders (no cumulative voting); provided that the remaining directors shall appoint a replacement to fill any board vacancy until the next meeting of the shareholders. The directors will have customary fiduciary duties to Reorganized RHI INC (provided that the corporate opportunity doctrine shall be limited to only require directors to bring opportunities to Reorganized RHI INC if such opportunity was presented to such director in his or her capacity as a director of Reorganized RHI INC, with the foregoing proviso not applicable to any director who is also a full-time employee of Reorganized RHI INC or any of its subsidiaries). Directors will receive customary indemnification and insurance protection.

Reservation of Rights

The Debtors reserve the right to make additional modifications to the Plan to the extent permitted by Section 1127 of the Bankruptcy Code and Section 11.4 of the Plan.

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Dated: November 29, 2010

RHI Entertainment, Inc.
RHIE Holdings Inc.
RHI Entertainment Holdings II, LLC
RHI Entertainment, LLC
RHI Entertainment Productions, LLC
RHI Entertainment Distribution, LLC
RHI International Distribution Inc.
NGP Holding, Inc.
HEGOA Inc.
Independent Projects, Inc.
Don Quixote, Inc.
HE Pro Tunes, Inc.
HEP Music, Inc.
Metropolitan Productions, Inc.
Library Storage, Inc.
HEP SS Music Inc.
SLB Productions, Inc.

By: ______________________________
Robert A. Halmi, Jr.
President and Chief Executive Officer
RHI Entertainment, Inc.

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Proposed Counsel for Debtors and Debtors in Possession

AMENDED EXHIBIT C

TO

JOINT PREPACKAGED PLAN OF REORGANIZATION OF RHI ENTERTAINMENT, INC. AND AFFILIATED DEBTORS

AMENDED EXHIBIT C

TO

JOINT PREPACKAGED PLAN OF REORGANIZATION OF RHI ENTERTAINMENT, INC. AND AFFILIATED DEBTORS

New Common Stock Term Sheet

Bound Holders:	Except as otherwise noted, the provisions of this term sheet shall apply to: (i) each holder of an Existing First Lien Claim (the "Initial 1st Lien Holders"), (ii) each holder of an Existing Second Lien Claim (the "Initial 2nd Lien Holders" and, together with the Initial 1st Lien Holders, the "Initial Holders") and (iii) any successor or transferee of any of the foregoing.
Issue:	Common Stock, $0.01 par value (the "New Common Stock"; any owner of same, whether an Initial Holder or a successor or transferee of same, is referred to as a "Stockholder").
Issuer:	RHI Entertainment, Inc.
Authorized Shares:	1,000,000 shares.
Initial Issuance:	To-be-determined amount mutually agreeable by the First Lien Agent and RHI INC.
Classes:	One class of shares.
Voting Rights:	One vote per share.
Stockholders Agreement:	Each Initial 1st Lien Holder shall be deemed to enter into the Stockholders Agreement on terms and conditions reasonably acceptable to the Debtors and the First Lien Agent, which, without limitation, shall provide for the transfer rights described below. The Plan provides that, simultaneous with the effectiveness of the Plan, each Initial 1st Lien Holder shall be deemed to have entered into the Stockholders Agreement and that each Initial 1st Lien Holder shall be bound by the provisions of the Stockholders Agreement whether or not it has executed the Stockholders Agreement.
Transfer Restrictions:	During the 120 day period following emergence (the "Initial Period"), (i) pursuant to the Stockholders Agreement, the equity and debt held by the Initial 1st Lien Holders will be "stapled" and the debt will only be able to be transferred if the equity is also transferred and the purchaser agrees in writing to be bound by the Stockholders Agreement and (ii) pursuant to the Second Amended and Restated Certificate of Incorporation of RHI INC, the Stockholders shall be subject to "drag along rights" with respect to an Extraordinary Transaction (as defined below) approved by Initial Holders holding at least 2/3 of the New Common Stock held by the Initial Holders. Both during and after the Initial Period, (i) a Stockholder may only transfer New Common Stock to (a) a single purchaser who is in such transaction acquiring the entirety of the transferor's New Common Stock, (b) a single purchaser who is in such transaction acquiring at least three percent (3.0%) of the total New Common Stock or (c) a purchaser who is already a Stockholder and (ii) RHI INC shall have the right to require an opinion of

	counsel in the context of any transfer that the transfer will not violate the Securities Act of 1933 or applicable "blue sky" laws. A Stockholder may not transfer Common Stock if, as a result of such transfer, RHI INC would be required to register a class of securities under Section 12(g) of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), or any successor provision, or otherwise become subject to the reporting obligations of the Exchange Act or any successor statute. Except as noted above, the New Common Stock will not otherwise be subject to any transfer restrictions (other than as imposed by applicable law). "Extraordinary Transaction" shall mean (i) a sale that would result in one person, entity or group owning a majority of the equity interests in RHI INC (whether by merger, stock sale or otherwise), (ii) a sale of all, substantially all, or any substantial portion of, the assets of RHI INC or its subsidiaries or (iii) any "harvesting" or sublicensing or sub-distribution arrangement relating to RHI INC's or its subsidiaries' library of film rights or any substantial portion thereof.
Registration Rights Agreement:	On the Effective Date, RHI INC shall enter into a Registration Rights Agreement for the benefit of the Initial Holders which execute the agreement and the holders of the New Warrants which execute the agreement, which shall provide for "piggyback" registration rights for the New Common Stock (with customary exceptions, including RHI INC's initial public offering). In connection with any exercise of registration rights granted pursuant to the Registration Rights Agreement, each beneficiary thereof shall provide RHI INC with customary and appropriate information relating to such beneficiaries, and shall be subject to customary indemnification obligations regarding the accuracy thereto. The beneficiaries shall be subject to customary underwriter cutbacks, and shall be required (if requested by the underwriters) to refrain from transferring any shares of Common Stock or other securities during any registered offering. The registration rights granted pursuant to the Registration Rights Agreement shall be transferrable along with the Common Stock or New Warrants, as applicable, subject to certain customary restrictions.
Preemptive Rights:	The beneficiaries of the Registration Rights Agreement will not have preemptive rights on future equity issuances.
Board of Directors:	Prior to emergence, the First Lien Agent shall designate the initial members of the New Board as provided for in the Plan. Such New Board will have five directors (initially comprised of Robert A. Halmi, Jr. and four individuals to be designated by the First Lien Agent (in consultation with a steering committee of First Lien Lenders), to include three independent and disinterested individuals and one representative of Catalyst Fund Limited Partnership II who shall be reasonably acceptable to the First Lien Agent (Gabriel De Alba is acceptable to the First Lien Agent); provided, however, that if Catalyst Fund Limited Partnership II has sold its Existing First Lien Claims prior to the Effective Date or is otherwise unable or unwilling to make a representative available for designation, Catalyst Fund Limited Partnership II shall forfeit its position and the First Lien Agent (in consultation with a steering committee of First Lien Lenders) shall fill such position by designating an additional independent and disinterested individual). The New Board will not include representatives from any Initial 2nd Lien Holder. The directors will serve one year terms. During the Initial Period, the majority in number of Initial 1st Lien Holders have the right to remove any or all of the directors, with or without cause. Following the Initial Period,

	the Stockholders holding a majority of the New Common Stock will have the right to remove a director at any time, with or without cause. During the Initial Period, Initial Holders holding at least 2/3 of the New Common Stock then held by the Initial Holders shall be entitled to appoint a replacement to fill any board vacancy. After the Initial Period, the majority of the directors then in office or Stockholders representing a plurality of the New Common Stock shall be entitled to appoint a replacement to fill any board vacancy. During the Initial Period, only the Initial Holders shall be entitled to vote for the election of directors. After the Initial Period directors will be elected by a vote of the Stockholders (no cumulative voting); provided that the remaining directors shall appoint a replacement to fill any board vacancy until the next meeting of the shareholders. The directors will have customary fiduciary duties to Reorganized RHI INC (provided that the corporate opportunity doctrine shall be limited to only require directors to bring opportunities to Reorganized RHI INC if such opportunity was presented to such director in his or her capacity as a director of Reorganized RHI INC, with the foregoing proviso not applicable to any director who is also a full-time employee of Reorganized RHI INC or any of its subsidiaries). Directors will receive customary indemnification and insurance protection.
Observer/Information Rights:	Each Initial Holder that holds at least 3.5% of the outstanding New Common Stock will be entitled to appoint an observer to the New Board. Such observers will have the right to attend all board and participate in all board meetings and receive copies of all information provided to directors but will not be entitled to vote at board meetings (such observation rights shall be subject to customary conflict of interest or privilege restrictions). Each Stockholder that holds at least 1% of the outstanding New Common Stock will be entitled to receive copies of all financial statements provided to the Reorganized Debtors' lenders. In the event that the Reorganized Debtors are not required to provide any financial information to their lenders, such holders will be entitled to receive quarterly financial reports.
Consent Rights:	During the Initial Period, the following actions shall require the approval of (i) the New Board and (ii) Initial Holders holding at least 2/3 of the New Common Stock then held by the Initial Holders (but not any approval from any other shareholder unless otherwise required by applicable law): • any amendment or modification to the articles of incorporation or bylaws or the adoption of any new bylaws of RHI INC • an Extraordinary Transaction • the issuance, redemption or repurchase of any equity securities of RHI INC or any of its subsidiaries • the dissolution, liquidation or winding up Reorganized RHI INC or its material subsidiaries • the declaration or payment of any dividend or other distribution by RHI INC or any of its subsidiaries • acquisitions in excess of a $5,000,000

	• engaging in any business other than (i) producing, acquiring and/or distributing motion pictures and miniseries that are intended to be initially exhibited on television and (ii) related activities that are ancillary thereto • appointment or replacement of RHI INC's or any of its subsidiaries' independent auditors in the event of a dispute between the auditors and RHI INC • expenditures in one or a series of related transactions in excess of a $10,000,000 After the Initial Period and until such time as the original Initial 1st Lien Holders and their respective affiliates cease to collectively own at least 25% of the outstanding New Common Stock, the following actions shall require the approval of (i) the New Board and (ii) Stockholders holding at least a majority of the New Common Stock: • the issuance of any senior equity • any amendment or modification to the articles of incorporation or bylaws or the adoption of any new bylaws of RHI INC • an Extraordinary Transaction • engaging in any business other than (i) producing, acquiring and/or distributing motion pictures and miniseries that are intended to be initially exhibited on television and (ii) related activities that are ancillary thereto • dissolution, liquidation or winding up Reorganized RHI INC or its material subsidiaries • appointment or replacement of RHI INC's or any of its subsidiaries' independent auditors in the event of a dispute between the auditors and RHI INC The approval of the Board is required for: • the hiring or firing of anyone in a position (or functional equivalent) of a Chief Executive Officer, a Chief Financial Officer, a Chief Operating Officer, a Chief Legal Officer, or a Chief Sales Officer of RHI INC or any of its material subsidiaries • RHI INC or any or its subsidiaries entering into any Material Employment Agreement or entering into any amendment to or any extension of any Material Employment Agreement • changes in accounting practices or auditors • appointment or replacement of RHI INC's or any of its subsidiaries' independent auditors in the event of a dispute between the auditors and RHI INC "Material Employment Agreement" shall mean any employment agreement entered into by the Corporation or any of its subsidiaries that either (i) provides for cash compensation in excess of $250,000 in any year or (ii) that provides for potential severance payment (including any compensation to be paid during any notice period) in excess of $250,000 (or such lesser amount as set by the Board) The approval of (i) the Board and (ii) the holders of a majority of the outstanding common stock (including the holders of the warrants issued pursuant to the plan on an as exercised basis) is required for:

	• transactions between RHI INC or any of its subsidiaries and affiliates of RHI INC; provided, that the transactions with Affiliates (i) which involve monetary consideration of under $100,000 or (ii) which are entered into in the ordinary course of business of the Affiliate and on normal business terms, shall not require a shareholder vote.
Other Rights:	As of the Effective Date, no Stockholder will have any tag-along or other co-sale rights; put rights; call rights; anti-dilution protections; or preemptive, participation, or other similar rights to purchase a pro rata share of any offering by the Company of equity securities, or any securities convertible into equity securities.